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9 *Calsafe Research Center, Inc.*  
10  
11  
12  
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF ALAMEDA**  
16

17  
18 CALSAFE RESEARCH CENTER, INC., a  
19 California non-profit corporation,

20 Plaintiff,

21 v.

22 KRADJIAN IMPORTING COMPANY,  
23 INC., a California Stock Corporation; and  
24 DOES 1 to 10,

25 Defendants.  
26  
27  
28

Case No.: 23CV051963

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

*(Health & Safety Code § 25249, et seq.)*

Complaint filed: November 16, 2023  
Trial Date: TBD

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Calsafe  
3 Research Center, Inc., a California non-profit corporation (“Calsafe” or “Plaintiff”), and  
4 Kradjian Importing Company, Inc. (“Kradjian” or “Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On November 16, 2023, CalSafe initiated this action by  
6 filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health*  
7 *& Safety Code § 25249.5 et seq.* (“Proposition 65”) against Kradjian. In this action, Calsafe  
8 alleges that Kradjian’s “Mid East, Imported Grape Leaves (UPC# 096379020004)” (the  
9 “Covered Product”) contains lead, a chemical listed under Proposition 65 as a carcinogen and  
10 reproductive toxin. Calsafe alleges that the Covered Product exposes consumers to lead at a level  
11 requiring a Proposition 65 warning. Calsafe alleges that Kradjian qualifies as a “Person” within  
12 the meaning of Proposition 65, and that Kradjian manufactures, distributes, and/or offers for sale  
13 in the State of California the Covered Product.

14 **1.3 Notice of Violation.** The Complaint is based on allegations contained in Calsafe’s  
15 Notice of Violation dated May 9, 2023 (the “Notice”), that was served on the California attorney  
16 General, other public enforcers, and Kradjian. A true and correct copy of the Notice is attached  
17 hereto as **Exhibit A** and incorporated by reference. More than 60 days have passed since the  
18 Notice was served on the Attorney General, public enforcers, and Kradjian; no designated  
19 governmental entity has filed a Complaint against Kradjian with regard to the Covered Product  
20 or the alleged violations.

21 **1.4** Calsafe’s Notice and Complaint allege that the use of the Covered Product by  
22 California consumers exposes them to lead without first receiving a clear and reasonable warning  
23 from Kradjian, which is a violation of California *Health & Safety Code § 25249.6*. Kradjian  
24 denies all material allegations contained in the Notice and Complaint.

25 **1.5** The Parties have entered into this Consent Judgment in order to settle,  
26 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
27 Kradjian denies the material, factual, and legal allegations in the Notice and Complaint and  
28 maintains that all of the products, including the Covered Product, that it sold and/or distributed

1 for sale in California have been and are in compliance with all laws. Nothing in this , Consent  
2 Judgment nor compliance with this Consent Judgment shall constitute or be construed as an  
3 admission by Kradjian or by any of its respective officers, directors, shareholders, employees,  
4 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,  
5 suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or  
6 violation of law, such specifically denied by the Kradjian. This Section shall not, however,  
7 diminish or otherwise affect Kradjian’s obligations, responsibilities, and duties under this  
8 Consent Judgment.

9 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall  
10 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
11 current or future legal proceeding unrelated to this proceeding.

12 **1.7 Effective Date.** For purposes of this Consent Judgment, the “Effective Date”  
13 shall be the date the Consent Judgment has been approved and entered by the Court.

14 **II. JURISDICTION AND VENUE**

15 **2.1** For purposes of this Consent Judgment and any further court action that may  
16 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has  
17 subject matter jurisdiction over the allegations of violations contained in the Complaint and  
18 personal jurisdiction over Kradjian as to the acts alleged in the Complaint.

19 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper  
20 in Alameda County, California, and that this Court has jurisdiction to enter this Consent  
21 Judgment as a full and final resolution of all claims up through and including the Effective Date  
22 that were or could have been asserted in this action based on the facts alleged in the Notice and  
23 Complaint.

24 **III. INJUNCTIVE RELIEF**

25 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective  
26 Date, Kradjian shall reduce the level of lead in the Covered Product, if necessary, shipped for  
27 sale in California to an exposure level of no more than 0.5 micrograms of lead per serving, with  
28

1 serving size measured by the serving size specified on the label of the Covered Product (the  
2 “Target Level”), or be subject to the provisions of Paragraphs 3.3 through 3.6

3 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the  
4 Covered Product that Kradjian either directly ships to California for sale in California, or that it  
5 sells to a distributor or retailer who Kradjian knows will sell the Product to consumers in  
6 California. Where a retailer or distributor sells the Covered Product both in California and other  
7 states, Kradjian shall take commercially reasonable steps to ensure that the only Covered Product  
8 that is sold in California is in compliance with Paragraph 3.1 through 3.6.

9 **3.3 Clear and Reasonable Warnings, When Required.** Kradjian agrees by the  
10 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for  
11 sale in or into California (in-person or online) the Covered Product that contains a warning as  
12 provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

13 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
14 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered  
15 Product Shipped for Sale in California by Kradjian that contains one of the following statements:

16 (A)

17  
18 **WARNING:** Consuming this product can expose you to lead, which is known to the  
19 State of California to cause cancer and birth defects or other reproductive harm. For  
20 more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

21 (B)

22 **WARNING:** Cancer and Reproductive Harm—[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

23 The warning shall be offset in a box with a black outline and must be in a type size no  
24 smaller than the largest type size used for other consumer information on the Covered Product.  
25 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional  
26 information. “Consumer information” does not include the brand name, product name, company  
27 name, location of manufacture, or product advertising. In no case shall the warning appear in a  
28 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. §

1 25607.1(c). Specifically, where the product sign, label, or shelf tag used to provide a warning  
2 includes consumer information in a language other than English, the warning must also be  
3 provided in that language in addition to English.

4 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet  
5 where it will be shipped to California, the warning shall be displayed as follows: (A) on the  
6 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word  
7 “WARNING” in all capital and bold letters on the Covered Product’s primary display page, so  
8 long as the hyperlink goes directly to a page prominently displaying the warning without content  
9 that detracts from the warning; (C) on the checkout page or any other page in the checkout  
10 process when a California delivery address is indicated for the purchase of the Covered Product  
11 and with the warning clearly associated with the Covered Product to indicate that the Covered  
12 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the  
13 purchaser prior to completing the purchase of the Covered Product. The warning is not  
14 prominently displayed if the purchaser must search for it in the general content of the website.

15 **3.6 Warning Prominence.** Kradjian agrees that each warning shall be prominently  
16 placed with such conspicuousness, as compared with the other words, statements, designs, or  
17 devices, as to render it likely to be read and understood by an ordinary individual under  
18 customary conditions before purchase or use.

19 **3.7 Compliance with Clear and Reasonable Warning.** Kradjian shall be deemed  
20 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to  
21 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted  
22 by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”)   
23 applicable to the Covered Product and chemical at issue.

24 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
25 shall not apply to the Covered Product that is already in the stream of commerce as of the  
26 Effective Date, which Covered Product is expressly subject to the releases provided in  
27 Section VII. Covered Products that were supplied or contracted to be supplied to third parties  
28 by Kradjian prior to 6 months after the Effective Date shall be deemed exempted from the

1 requirements of Section III and shall be permitted to be sold through as previously manufactured,  
2 packaged and labeled.

3 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
4 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval  
5 of the Consent Judgment by the Court, comply with the requirements set forth in California  
6 *Health & Safety Code* § 25249.7(f).

7 **3.10 Attorney General Objection.** If the California Attorney General objects to any  
8 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
9 timely manner, and if possible, prior to the hearing on the motion.

10 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
11 shall be void and have no force or effect.

#### 12 **IV. MONETARY TERMS**

13 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
14 additional settlement payments, attorney fees, and costs, Kradjian shall make a total payment of  
15 Fourteen Thousand Dollars (\$14,000.00) (the “Total Settlement Amount”), apportioned into a  
16 Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

17 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
18 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Kradjian  
19 agrees to pay One Thousand Four Hundred Dollars (\$1,400.00) in Civil Penalties. The Civil  
20 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§  
21 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
22 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten business (10)  
23 days of the Effective Date, Kradjian shall issue a check to “OEHHA” in the amount of One  
24 Thousand and Fifty Dollars (\$1,050.00), with “Prop 65 Penalties” written in the Memo Line;  
25 and Kradjian shall, pursuant to the instructions below, wire to CalSafe the amount of Three  
26 Hundred and Fifty Dollars (\$350.00).

27 All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be  
28 delivered directly to OEHHA at the following address:

1                    For United States Postal Delivery Service:

2                    Mike Gyurics  
3                    Fiscal Operations Branch Chief  
4                    Office of Environmental Health Hazard Assessment  
5                    P.O. Box 4010  
6                    Sacramento, CA 95812-4010

7                    For Non-United States Postal Delivery Service:

8                    Mike Gyurics  
9                    Fiscal Operations Branch Chief  
10                    Office of Environmental Health Hazard Assessment  
11                    1001 I Street MS #19B  
12                    Sacramento, CA 95814

13                    All penalty payments owed to CalSafe shall be sent via wire to:

14                    **Wire Instructions:**

15                    Account Name: The Law Offices of Joseph R. Manning  
16                    Bank Name: J.P. Morgan Chase Bank, N.A.  
17                    Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612  
18                    Routing Number: 322271627  
19                    Wire Routing / ABA Number: 021000021  
20                    Swift Code: CHASUS33  
21                    Account Number: 579068902

22                    For further benefit of: Civil Penalty Payment Case No. 23CV051963

23                    **4.3 Attorney Fees and Costs.** Within ten business (10) days of the Effective Date,  
24                    Kradjian agrees to pay Twelve Thousand Six Hundred Dollars (\$12,600.00) to CalSafe and its  
25                    counsel of record for all fees and costs incurred in investigating, bringing this matter to the  
26                    attention of Kradjian, litigating, negotiation, and obtaining judicial approval of a settlement in the  
27                    public interest.

28                    **Wire Instructions:**

                    Account Name: The Law Offices of Joseph R. Manning  
                    Bank Name: J.P. Morgan Chase Bank, N.A.  
                    Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612

1 Routing Number: 322271627  
2 Wire Routing / ABA Number: 021000021  
3 Swift Code: CHASUS33  
4 Account Number: 579068902

5 For further benefit of: Attorney's Fees Case No. 23CV051963

6 **4.4** In the event that Kradjian fails to remit the Total Settlement Amount or any portion  
7 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date,  
8 Kradjian shall be deemed to be in material breach of its obligations under this Consent Judgment.  
9 CalSafe shall provide written notice of delinquency to Kradjian via electronic mail to Kradjian's  
10 counsel of record. If Kradjian fails to deliver any portion of or all of the Total Settlement Amount  
11 within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at  
12 the statutory judgment interest rate provided in California *Code of Civil Procedure* § 685.010.

13 Additionally, Kradjian agrees to pay Calsafe's reasonable attorney fees and costs for any  
14 efforts to collect the payment due under this Consent Judgment.

15 **V. RETENTION OF JURISDICTION**

16 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
17 this Consent Judgment.

18 **VI. MODIFICATION OF CONSENT JUDGMENT**

19 **6.1** This Consent Judgment may be modified only as to the injunctive terms by  
20 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
21 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
22 modified consent judgment.

23 **6.2** If Kradjian seeks to modify this Consent Judgment under Paragraph 5.1, then  
24 Kradjian must provide written notice to Calsafe of its intent ("Notice of Intent"). If Calsafe seeks  
25 to meet and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall  
26 provide written notice of intent to meet and confer to Kradjian within thirty (30) days of receiving  
27 the Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone,  
28 or via video conference within thirty (30) days of Calsafe's written notice of intent to meet and



1 confer. Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification,  
2 Calsafe shall provide Kradjian a written basis for its opposition. The Parties shall continue to meet  
3 and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should  
4 it become necessary, the Parties may agree in writing to different deadlines for the meet-and-  
5 confer period.

6 **6.3** In the event that Kradjian initiates or otherwise requests a modification under  
7 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a  
8 modification of the Consent Judgment, Kradjian shall reimburse Calsafe its costs and reasonable  
9 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

10 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

11 **7.1** This Consent Judgment shall have no application to any Covered Product that is  
12 distributed or sold exclusively outside the State of California and/or that is not used by California  
13 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
14 environmental exposures arising under Proposition 65, nor shall it apply to any other Kradjian  
15 products other than the Covered Product.

16 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
17 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,  
18 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public  
19 interest, and Kradjian and its respective officers, directors, shareholders, employees, agents,  
20 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
21 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the  
22 distribution chain of the Covered Product and the predecessors, successors, and assigns of any of  
23 them (collectively, “Released Parties”).

24 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute  
25 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to  
26 lead in the Covered Product as set forth in the Notice and Complaint.

27 **7.4 Calsafe Release of Kradjian(s).** Calsafe, on behalf of itself and its respective  
28 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,

1 and affiliates and on behalf of the public interest fully releases and discharges Released Parties  
2 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,  
3 fees costs, and expenses asserted, or that could have been asserted based on or related to the  
4 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any  
5 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,  
6 based on a failure to provide Proposition 65 warning on the Covered Product with respect to lead  
7 as set forth in the Notice and Complaint.

8           **7.5**     Calsafe on its own behalf only, and Kradjian on its own behalf only, further waives  
9 and releases any and all claims they, their attorneys, or their representatives may have against  
10 each other for all actions or statements made or undertaken in the course of seeking or opposing  
11 enforcement of Proposition 65 in connection with the Notice and Complaint up through and  
12 including the Effective Date, provided, however, that nothing in this Section shall affect or limit  
13 any Party’s right to seek to enforce the terms of the Consent Judgment.

14           **7.6     California Civil Code Section 1542.** It is possible that other claims not known to  
15 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
16 Covered Product, will develop or be discovered. Calsafe on behalf of itself only, and Kradjian on  
17 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and  
18 include all such claims up through and including the Effective Date, including all rights of action  
19 therefore. Calsafe and Kradjian acknowledge that the claims released in Section VII above may  
20 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
21 unknown claims. California *Civil Code* § 1542 reads as follows:

22  
23           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
24           CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
25           EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE  
26           RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
27           MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
28           DEBTOR OR RELEASED PARTY.

**VIII. SEVERABILITY**

1           **8.1**     In the event that any of the provisions of this Consent Judgment are held by a court  
2 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
3 provisions shall not be adversely affected.

4 **IX.     GOVERNING LAW**

5           **9.1**     The terms and conditions of this Consent Judgment shall be governed by and  
6 construed in accordance with the laws of the State of California.

7 **X.     PROVISION OF NOTICE**

8           **10.1**    All notices required to be given to either Party to this Consent Judgment by the  
9 other shall be in writing and sent to the following agents listed below via first-class mail or  
10 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
11 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
12 take effect on the date the return receipt is signed by the Party receiving the change.

13           Notice for Calsafe shall be sent to:

14                               Joseph R. Manning, Jr.  
15                               26100 Towne Centre Drive  
16                               Foothill Ranch, CA 92610  
17                               Tel: Office (949) 200-8757 Fax: (866) 843-8309  
18                               p65@manninglawoffice.com

19           Notice for Kradjian shall be sent to:

20                               Thomas V. Wynsma  
21                               Shook, Hardy & Bacon LLP  
22                               5 Park Plaza, Suite 1600  
23                               Irvine, CA 92614  
24                               Tel: (949) 475-1500 Fax: (949) 475-0016  
25                               twynsma@shb.com

26 **XI.    EXECUTED IN COUNTERPARTS**

27           **11.1**    This Consent Judgment may be executed in counterparts, which taken together  
28 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be  
construed to be as valid as the original signature.

**XII.    DRAFTING**

1           **12.1** The terms of this Consent Judgment have been reviewed by the respective  
2 counsel for each Party prior to its signing, and each Party has had the opportunity to fully discuss  
3 the terms and conditions with legal counsel. The Parties agree that, in any subsequent  
4 interpretation and construction of this Consent Judgment, no inference, assumption, or  
5 presumption shall be drawn, and no provision of this Consent Judgment shall be construed  
6 against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel  
7 prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed  
8 that all of the Parties participate equally in the preparation and drafting of this Consent Judgment.

9 **XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

10           **13.1** If a dispute with respect to either Party's compliance with the terms of this  
11 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by  
12 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an  
13 amicable manner. No action or motion may be filed with the Court in the absence of such a good  
14 faith attempt to resolve the dispute beforehand.

15 **XIV. ENFORCEMENT**

16           **14.1** The Parties may, by motion or order to show cause before the Superior Court of  
17 Alameda County, enforce the terms and conditions of this Consent Judgment. In any successful  
18 action brought by a Party to enforce this Consent Judgment, that Party may seek whatever fines,  
19 costs, penalties, or remedies as are provided by law for failure to comply with this Consent  
20 Judgment.

21 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

22           **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
23 of the Parties with respect to the entire subject matter herein, including any and all prior  
24 discussions, negotiations, commitments, and understandings related thereto. No representations,  
25 oral or otherwise, express or implied, other than those contained herein have been made by any  
26 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
27  
28

1 deemed to exist or to bind any Party.

2 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3 by the Party he or she represents to stipulate to this Consent Judgment.

4 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

5 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
6 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
7 regarding the matters which are the subject of this action, make the findings pursuant to  
8 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

9  
10 **IT IS SO STIPULATED.**

11  
12 **CALSAFE RESEARCH CENTER, INC.**

13  
14 DATED: 7/18/2024, 2024

15 By:   
Eric Faron, CEO  
Calsafe Research Center, Inc.

16  
17  
18 **KRADJIAN IMPORTING COMPANY, INC.**

19  
20 DATED: \_\_\_\_\_, 2024

21 By: \_\_\_\_\_

22 Kradjian Importing Company, Inc.

23  
24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety*  
25 *Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

26 Dated: \_\_\_\_\_

27 JUDGE OF THE SUPERIOR COURT

1 deemed to exist or to bind any Party.

2 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3 by the Party he or she represents to stipulate to this Consent Judgment.

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6 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
7 regarding the matters which are the subject of this action, make the findings pursuant to  
8 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

9  
10 **IT IS SO STIPULATED.**

11  
12 **CALSAFE RESEARCH CENTER, INC.**

13  
14 DATED: \_\_\_\_\_, 2024

15 By: \_\_\_\_\_  
Eric Fairon, CEO  
Calsafe Research Center, Inc.

16  
17  
18 **KRADJIAN IMPORTING COMPANY,  
19 INC.**

20 DATED: 7/22/ \_\_\_\_\_, 2024

21 By:  \_\_\_\_\_

22 Kradjian Importing Company, Inc.

23  
24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety*  
25 *Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

26 Dated: \_\_\_\_\_

27 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT